

AGREEMENT FOR HISTORIC PRESERVATION TAX CREDITS 2013

THIS AGREEMENT (the "Agreement"), is made as of the 17 day of AUGUST, 2015 (the "Effective Date"), by and between RENEWABLE RESOURCES INC (the "Applicant"), and the Rhode Island Department of Revenue, through its Division of Taxation (the "Tax Division") (collectively the "Parties").

WITNESSETH:

WHEREAS, pursuant to RIGL §44-33.6-4(e), the Tax Division is authorized to enter into contracts of guaranty, on behalf of the State of Rhode Island, with persons, firms, partnerships, trusts, estates, limited liability companies, corporations (whether for profit or non-profit) or other business entities who have incurred, or intend to incur, Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of a Certified Historic Structure, or some identifiable portion thereof, to be Placed in Service after July 3, 2013.

WHEREAS, in accordance with Chapter 33.6 of Title 44 of the Rhode Island General Laws, as amended, and the Regulations adopted by the Rhode Island Historical Preservation and Heritage Commission (the "Commission") and the Tax Division, the Applicant desires to conduct Substantial Rehabilitation of a Certified Historic Structure or, an identifiable portion thereof, located in Rhode Island, and described in Exhibit A attached hereto (the "Project") and, as a consequence thereof, to receive Historic Preservation Tax Credits ("Tax Credits").

WHEREAS, a Determination of Historic Significance (a/k/a Part 1 Certification) and a Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) have been issued by the Commission to the Applicant.

NOW, THEREFORE, the Applicant and the Tax Division agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them pursuant to Chapter 33.6 of Title 44 of the Rhode Island General Laws and the Regulations implementing same.

SECTION 2. Adequate Consideration. The Processing Fee payable by the Applicant, under Section 4(b) hereof and the Regulations, constitutes adequate consideration for the contractual obligation of the Tax Division to provide the Tax Credits described in Section 5(a) hereof in accordance with the terms hereof.

SECTION 3. Effective Date of Rhode Island Law. Unless otherwise indicated herein, all references herein to the Rhode Island General Laws and the Regulations shall refer to such statutes as in effect as of the date of enactment of Public Law 2013, Ch 144, Art. 22 by the Rhode Island General Assembly and to such regulations as promulgated by the Commission and/or the Tax Division to implement Public Law 2013, Ch 144, Art. 22.

SECTION 4. Duties of the Applicant.

(a) The Applicant shall fulfill the requirements for the Substantial Rehabilitation of the Project approved by the Commission and, in addition thereto, the Applicant specifically covenants that:

(1) *Full, Fair and Honest Disclosures Required.* The Applicant has made, and will make, full, fair and honest disclosure of all material facts to both the Commission and the Tax Division during the entire Application process set forth in the Regulations.

(2) *Rehabilitation Will be Consistent with Plan and Standards.* The Applicant shall insure that the Project, when finished, will be consistent with the proposed rehabilitation plan certified by the Commission and that all completed work will meet the criteria set forth in the Regulations and the *Standards of Rehabilitation* incorporated therein.

(3) *Documentation Required to Verify Costs Incurred.* The Applicant will furnish, on demand and in a complete and timely fashion, any additional and detailed documentation to verify that any final costs attributable to the Substantial Rehabilitation of a Certified Historic Structure were actually incurred and furthermore, meet the criteria of Qualified Rehabilitation Expenditures. Said documentation shall include, at the minimum, the items set forth in Tax Division Regulation CR 13-16.

(b) *Processing Fee.* The Applicant agrees to pay, in full, a Processing Fee equal to three percent (3%) of estimated Qualified Rehabilitation Expenditures to the Tax Division before or upon execution of the within Agreement. If full payment is not tendered to the Tax Division along with a proposed Agreement, the Agreement will not be signed and any partial payment remitted shall be returned to the Applicant. The failure to pay the Processing Fee, in full and within thirty (30) days from the Commission's Part 2 certification date, will result in the denial of Tax Credits and the Applicant's loss of place in the Queue for Tax Credits.

SECTION 5. Duties of the Tax Division.

(a) *Tax Credit.* The Tax Division shall allow a Tax Credit, as set forth in Exhibit B, calculated in accordance with RIGL §44-33.6-3(a), and equal to the lesser of: (i) the estimated Qualified Rehabilitation Expenditures as submitted with this Agreement multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant, or (ii) the actual Qualified Rehabilitation Expenditures, incurred by the Applicant and verified by the Tax Division, for the Substantial Rehabilitation multiplied by either twenty percent (20%) or twenty-five percent (25%), as elected by the Applicant. Provided further that:

(1) *25% Tax Credit Requires Trade or Business Use.* If the Applicant elects twenty five percent (25%) of the Qualified Rehabilitation Expenditures as the Tax Credit, the Applicant acknowledges and agrees that: (i) at least twenty five (25%) percent of the total rentable area of the Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17), or (ii) the entire rentable area located on the first floor of a Certified Historic Structure will be made available for a Trade or Business, as defined in RIGL §44-33.6-2(17).

(2) *Qualified Rehabilitation Expenses Incurred on or after July 3, 2013.* The Applicant acknowledges that the Qualified Rehabilitation Expenses upon which the Tax Credit is claimed must be incurred on or after July 3, 2013. Qualified Rehabilitation Expenses incurred prior to July 3, 2013 cannot be used for calculating Tax Credits under this program.

(3) *Maximum Tax Credit Allowed.* The Applicant acknowledges and agrees that the maximum amount of the Tax Credit allowed for any certified rehabilitation project, under Chapter 33.6 of Title 44 of the General Laws, is Five Million Dollars (\$5,000,000) and that this limitation applies regardless if the structure is to be completed in phases or in multiple projects.

(4) *Qualified Rehabilitation Expenditures Allowed by Certification after Audit.* The Applicant acknowledges that the Qualified Rehabilitation Expenditures are allowed only if certified by the Tax Division after audit and further acknowledges that the Tax Division is authorized to conduct said audits and issue such certifications. The within acknowledgement does not abrogate or hinder the Applicant's right to contest the denial, in whole or in part, of a request to certify Qualified Rehabilitation Expenditures.

(b) *Processing Fee is Non-Refundable.* The Applicant acknowledges and agrees that the Processing Fee paid pursuant to Section 4(b) of this Agreement is, pursuant to RIGL §44-33.6-4(d), non-refundable. Processing Fees will not be returned if the Applicant subsequently abandons the Project and no longer desires the Tax Credit nor will Processing Fees be returned, in part, if the Processing Fees paid with this Agreement exceed three percent (3%) of the actual Qualified Rehabilitation Expenditures incurred by the Project as certified by the Tax Division.

SECTION 6. Termination of Agreement

(a) *Grounds for Termination and Sanctions.* If information comes to the attention of either the Commission or the Tax Division, at any time up to and including the last day of the Holding Period, that is materially inconsistent with representations made by the Applicant herein or in an application or supporting documentation filed with the Commission or the Tax Division, the Tax Division may terminate this Agreement and the Commission or the Tax Division may deny requested certifications or rescind certifications previously issued. In either instance, any Processing Fees paid by the Applicant will be forfeited. Upon termination, any Tax Credits issued under this Agreement hereunder shall be null and void and subject to recapture. In addition, any proceeds received from the sale, transfer or assignment of Tax Credits will be subject to taxation. This Section of the Agreement shall be applied in a manner consistent with RIGL §44-33.6-4(h) and RIGL §44-33.6-3(f).

(b) *Holding Period Defined.* The term "Holding Period" as used within this Agreement shall mean twenty-four (24) months after the Commission issues a Certificate of Completed Work. In the case of a rehabilitation which may reasonably be expected to be completed in phases, as described in RIGL §44-33.6-2(16), "Holding Period" shall be extended to include a period of time beginning on the date of issuance of a Certificate of Completed Work for the first phase or phases for which a Certificate of Completed Work is issued and continuing until the expiration of twenty-four (24) months after the Certificate of Completed Work issued for the last phase.

SECTION 7. Assignment of Agreement.

(a) *Assignments Allowed and Consents Required.* The Applicant's right to assign this Agreement is limited and shall be governed by RIGL §44-33.6-4(g) with that section allowing such assignment only to:

(1) An Affiliate of the Applicant without the consent of the Tax Division, or

(2) A banking institution, as defined by RIGL §44-14-2(1), or a credit union, as defined by RIGL §44-15-1.1(1), without the consent of the Tax Division, or

(3) A person, firm, partnership, trust, estate, limited liability company, corporation (whether for profit or non-profit) or other business entity that incurs Qualified Rehabilitation Expenditures for the Substantial Rehabilitation of Certified Historic Structures or some identifiable portion thereof to be Placed in Service on or after July 3, 2013, with such assignment to be approved by the Tax Division and which approval shall not be unreasonably withheld, or

(4) A person, firm, partnership, trust, estate, limited liability company, corporation (whether for profit or non-profit) or other business entity that is approved by the Tax Division, and such assignment shall require the consent Tax Division.

(b) *Affiliate Defined.* The term "Affiliate" is defined in RIGL §44-33.6-4(g) as any entity controlling, controlled by or under common control with such person, firm, partnership, estate, trust, limited liability company, corporation (whether for profit or non-profit) or other business entity.

(c) *Notice of Assignments.* Prior written notice of any assignments of the Agreement, including those for which no consent is required, shall be given to the Tax Division pursuant to Section 13. Such notice shall include the name, tax identification number, the address, phone number, and contact person for both the assignor and the assignee and shall indicate the date of assignment.

SECTION 8. Timely Progress of Project Required.

(a) *Project Schedule Must Have Been Filed.* The Applicant covenants that it has submitted to the Commission, along with its Part 2 Application, a reasonably detailed project timeline setting forth a schedule whereby various identifiable aspects of the Project (e.g., rough plumbing & electrical, exterior siding, interior finish work on 1st floor) will be completed and the estimated amount of Qualified Rehabilitation Expenditures that will be expended on each such aspect of the Project (the "Project Schedule"). In the event that the Project is to be completed in phases, the Project Schedule should also reflect when it is anticipated that each phase will be completed and an estimate as to the amount of Qualified Rehabilitation Expenditures that will be incurred in each phase.

(b) *"Substantial Construction" Requirement.* The Applicant acknowledges and agrees that Substantial Construction on the Project must commence within twelve (12) months from the date on which the Applicant's Part 2 Application is approved by the Commission. Furthermore, upon commencing Substantial Construction, the Applicant shall file an affidavit with the Commission

attesting to the commencement of Substantial Construction together with evidence that the requirements of Substantial Construction have been satisfied.

(c) *Substantial Construction Defined.* The term "Substantial Construction" is defined to mean that (i) the owner of a Certified Historic Structure has entered into a contract with the Tax Division and paid the Processing Fee; (ii) the Commission has certified that the Certified Historic Structure's rehabilitation will be consistent with standards set forth in Chapter 33.6 of Title 44; and (iii) the owner has, within five (5) years from the date this Agreement is executed, expended ten percent (10%) of the Qualified Rehabilitation Expenditures estimated in the contract entered into with the Tax Division for the Project or, if a phased project, for the first phase the Project. Substantial Construction does not occur until all three of the above requirements are fulfilled.

(d) *Project Shall Not "Remain Idle".* The Applicant further covenants that within twelve (12) months from the date of Part 2 Certification, construction will commence and the Project shall not Remain Idle for any period of time exceeding six (6) months prior to the completion of the Project.

(e) *Remain Idle Defined.* The term "Remain Idle" is defined to mean that:

(1) Substantial work has ceased at the Project; or

(2) Work crews have been reduced by more than twenty-five percent (25%) for reasons unrelated to (i) scheduled completion of work in accordance with the Project's schedule, (ii) reasonably unanticipated physical conditions, or (iii) an event of force majeure; or

(3) The Project Schedule that was originally submitted to the Applicant to the Commission has been extended for more than twelve (12) months for reasons unrelated to (i) reasonably unanticipated physical conditions or (ii) an event of force majeure.

The Project is deemed to Remain Idle if any one of the above three criteria are met.

(f) *Force Majeure Defined.* To be deemed an event of force majeure, the cause of the event must be (i) reasonably unforeseen, (ii) outside the control of the Applicant and (iii) could not be avoided by the Applicant's exercise of due care. By way of example, and not in limitation, any delays, work stoppages, or work force reductions caused by financial difficulties, labor disputes or violation of the law shall be deemed to cause the Project to Remain Idle.

(g) *Penalties for Non-Compliance.* In the event that Substantial Construction is not commenced within twelve (12) months from the date on which the Applicant's Part 2 Application is approved by the Commission or if the Project Remains Idle for a period of time exceeding six (6) months, the Applicant shall forfeit all Processing Fees paid prior to that date and this Agreement for Tax Credits shall be terminated and deemed null and void without further action or documentation.

(h) *Periodic Reports Required.* In order to demonstrate that the Project does not Remain Idle, the Applicant, or its successor in interest, is to submit quarterly reports, with supporting documentation, to the Tax Division on or before the fifth day of April, the fifth day of July, the fifth day of October and the

fifth day of January. Said reports shall briefly set forth the work or tasks accomplished and the number of individuals employed on the Project during the preceding quarter.

(i) *Reapplication after Forfeiture and Termination.* Upon forfeiture and termination, the Applicant, pursuant to RIGL §44-33.6-7, may re-apply for Tax Credits for the Project but the Applicant acknowledges that it will be placed at the end of queue of prior applicants then awaiting the availability of Tax Credits. To reapply and be placed at the bottom of the Queue, the Applicant must submit a new application for Rhode Island Historic Preservation Tax Credits 2013 (Form HTC-13) to the Tax Division. If and when Tax Credits become available, the Applicant acknowledges that reapplication is expressly conditioned and subject to the following:

(1) The Applicant shall submit to the Commission a new application for Part 2 Certification, an amended Project Schedule as described in Section 8(a), setting the new reasonably detailed project timeline;

(2) The Applicant shall submit evidence, along with its request for reapplication, establishing the reason for the delay in the commencing Substantial Construction of the Project or for the Project Remaining Idle, and shall further provide evidence, reasonably satisfactory to the Commission, that the condition or event, causing the delay in commencing the Project or causing the Project to Remain Idle, has been resolved and will not recur; and

(3) The Applicant will be required to remit a three percent (3%) non-refundable Processing Fee as described in Section 4(b). This Processing Fee shall be calculated in accordance with the re-application submitted to the Commission and the Tax Division.

SECTION 9. Restrictive Covenants Required.

(a) *Material Alterations.* The Applicant acknowledges and agrees that no Tax Credits shall be issued until the owner of the Certified Historic Structure grants to the Commission a restrictive covenant agreeing that, during the Holding Period as defined in Section 6(b), no material alterations will be made to the Certified Historic Structure (i) without the Commission's prior approval, and, if approved, (ii) such material alterations shall be consistent with the standards established by the Secretary of the United States Department of the Interior for the rehabilitation of historic structures.

(b) *Trade or Business Use.* In the event that application has been made for the twenty five percent (25%) Tax Credit under this Agreement, the owner of the Certified Historic Structure shall also grant to the Commission a restrictive covenant agreeing that, for a period of sixty (60) months commencing when the Certified Historic Structure, or an identifiable portion thereof, was Placed into Service, either (i) twenty five percent (25%) of the total rentable area of the Certified Historic Structure or (ii) the entire rentable area located on the first floor of the Certified Historic Structure will be made available for a Trade or Business, as defined below.

(1) *Trade or Business Defined.* Pursuant to RIGL §44-33.6-2(17), a Trade or Business means an activity carried on for the production of income from the sale or manufacture of goods or performance of services, *excluding residential rental activity.*

(2) *Made Available Defined.* For purposes of this Agreement, the rentable area of a Certified Historic Structure is "made available for a Trade or Business" if, during the sixty (60) months after the Certified Historic Structure, or an identifiable portion thereof, was Placed into Service, the owner of the Certified Historic Structure has:

(i) Consistently and repeatedly advertised and marketed the rentable area for immediate occupancy or use by means of electronic media, print media, commercial listings or directories and other channels of communication reasonably designed to reach businesses located throughout the State of Rhode Island and in communities in adjoining states; or

(ii) Has consistently and repeatedly rented or leased the rentable area to a Trade or Business as defined in Section 9(b)(1) above.

(3) *Documentation Required to Demonstrate Compliance.* The Tax Division may require rental agreements and/or sample advertising materials and invoices to document compliance with the provisions of RIGL §44-33.6-4 and RIGL §44-33.6-2(17).

(c) *Participation in Registered Apprenticeship Program.* The Applicant acknowledges and agrees that, under RIGL §44-33.6-8, if the Hard Construction Costs of the Project equal or exceed ten million dollars (\$10,000,000), Tax Credits will be allowed only if any contractor and subcontractor working on the Project has an apprenticeship program for all apprenticeable crafts that will be employed on the Project at the time of bid. Said apprenticeship programs must be registered and approved by the United States Dept. of Labor in conformity with federal regulations.

(1) *Hard Construction Costs Defined.* Hard Construction Costs shall mean direct contractor costs for labor, material, equipment, and services associated with the Project, contractors' overhead and profit, and other direct construction costs. By way of example and not in limitation, Hard Construction Costs do not include architectural and engineering fees, the cost of surveying, legal and accounting expenses, insurance premiums or development costs. Hard Construction Costs are not necessarily costs that are allowable as QREs.

(2) *Minimum Employees Required.* The requirement to have a registered and approved apprenticeship program applies to any contractor and subcontractor working on the Project that has five (5) or more employees.

(3) *Review to Ascertain Non-Compliance.* The Applicant acknowledges that there are statutory sanctions for non-compliance with RIGL §44-33.6-8 and that the Department of Labor & Training, in conjunction with the Tax Division and other agencies, may review claims that a contractor or subcontractor was exempt from the apprenticeship program requirement due to insufficient employees.

SECTION 10. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Rhode Island. Venue for all legal proceedings arising out of this Agreement, or the breach thereof, shall be located only in a court with competent jurisdiction in the State of Rhode Island.

SECTION 11. Entire Agreement. This Agreement contains the entire understanding between the Parties. For purposes of this Section, the Exhibits attached hereto are integral to the Agreement and made a part of the Agreement. The Agreement may not be changed orally but only by agreement in writing signed by the Parties.

SECTION 12. Severability. If one or more of the provisions of this Agreement should become legally invalid, the validity of the remaining provisions shall not be affected thereby. However, in such case, the Parties shall immediately agree on some other contractual arrangement which secures, as far as possible, the intended economic effect of the invalid provision(s).

SECTION 13. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed by registered or certified mail, return receipt requested, or, if transmitted by other means, when received by the other Party at the address set forth herein, or such other address as may hereafter be furnished to the other Party by like notice.

(a) It is the responsibility of the Applicant or its successor and assignees to timely notify the Tax Division of any changes in contact information, and in particular, to notify the Tax Division of any change in address to which written notices should be sent.

(b) Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee. In the case of receipt by registered or certified mail, notice or communication hereunder shall be deemed to have been received by the date noted on the return receipt. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered or certified mail or delivered, postage prepaid, to the addresses below:

If to the Applicant:

Edward CARAPEZZA
Renewable Resources INC
336 WOODVILLE ROAD
Ashaway, RI 02804

If to the Tax Division:

Tax Administrator
 RI Division of Taxation
 One Capitol Hill, 1st floor
 Providence, RI 02908-5800

SECTION 14. Guarantee, Binding Effect and Enforceability.

(a) *Guarantee of Delivery of Tax Credits.* If this Agreement is not terminated pursuant to Section 6 or Section 8(f) and the Applicant has secured a Certification of Completed Rehabilitation from the Commission, the Tax Division guarantees delivery of one hundred percent (100%) of the amount of the Tax Credit, subject to audit and confirmation, to (i) the Applicant pursuant to RIGL §44-33.6-3(b)(1) as the party that incurred Qualified Rehabilitation Expenditures for the Substantial Rehabilitation

of a Certified Historic Structure or an identifiable portion thereof, as specified in the Agreement, and Placed in Service on or after July 3, 2013, or (ii) to the Assignee(s) of the Applicant pursuant to RIGL §44-33.6-3(f) and the Regulations.

(b) If this Agreement is not terminated pursuant to Section 6 or Section 8(f) and the Applicant has secured a Certification of Completed Rehabilitation from the Commission, the Tax Division guarantees that the Tax Credit, subject to audit and certification, shall be allowed pursuant to RIGL §44-33.6-3(b) and §44-33.6-3(e) for the taxable year in which a Certified Historic Structure or an identifiable portion thereof, as specified in the Agreement, is Placed in Service; Provided that the Substantial Rehabilitation test is met for such taxable year and provided further that the Certified Historic Structure, or an identifiable portion thereof, is Placed into Service on or after August 1, 2013.

(c) "Substantial Rehabilitation" means that the Qualified Rehabilitation Expenditures incurred with respect to the Certified Historic Structure during the twenty-four (24) month period selected by the Applicant ending with or within the taxable year, in which the Certified Historic Structure is Placed in Service, exceed the Adjusted Basis in such building and its structural components as of the beginning of such period. In the case of any Rehabilitation which may reasonably be expected to be completed in phases, the above definition shall be applied by substituting "sixty (60) month period" for "twenty-four (24) month period".

(d) This Agreement constitutes a binding and enforceable agreement between the Applicant and the Tax Division. This Agreement and the rights granted hereunder shall be enforceable by the Parties through all remedies available at law and in equity.

SECTION 15. Limitations.

(a) *Applicability of Agreement.* This Agreement applies only to a Rehabilitation of a Certified Historic Structure or some identifiable portion thereof, that: (i) is Placed in Service on or after August 1, 2013; (ii) for which an Application for Certification of a Rehabilitation Plan (a/k/a Part 2 Certification) and an Application for Determination as a Historic Structure (a/k/a Part 1 Certification) have been issued by the Commission after August 1, 2013; and (iii) for which Qualified Rehabilitation Expenses have been incurred on or after July 3, 2013.

(b) *Election of Tax Credit Program.* The Applicant and/or its Assignees who elect and qualify for Tax Credits for the Substantial Rehabilitation of a Certified Historic Structure under Chapter 33.6 of Title 44 are ineligible to claim Tax Credits for Rehabilitation of that particular Certified Historic Structure under Chapter 33.1 of Title 44, Chapter 64.7 of Title 42 or Chapter 31 of Title 44. Applicants and/or their assignees must waive, in writing, any claims to tax credits under the aforementioned chapters prior to entering into this Agreement.

SECTION 16. Further Assurances. Each of the Parties hereto shall promptly execute and deliver all such documents, instruments and assurances and do or cause to be done all such acts and things as are necessary or advisable fully to perform and carry out the provisions and intent of this Agreement.

SECTION 17. Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

SECTION 18. No Waiver. The failure of any Party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the Parties.

SECTION 19. Executed in Counterparts. For the purpose of facilitating proving this Agreement, and for other purposes, this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

SECTION 20. Warranties.

(a) *Warranty of Legal Existence.* The Applicant warrants that it is duly organized, chartered or formed under the laws of its State of domicile and that it has the lawful power to engage in the business it is presently conducting or will conduct in the future. The Applicant is duly licensed or qualified and in good standing in each jurisdiction, including Rhode Island, wherein the nature of the business it transacts makes such licensing or qualification necessary.

(b) *Warranty of Authority to Execute.* The Applicant and the signatory of this Agreement for the Applicant both warrant that they have the power and authority to negotiate and execute this Agreement and to perform the obligations thereunder and all such acts have been duly authorized by the necessary proceedings.

(c) *Warranty of No Outstanding Delinquencies or Deficiencies.* The Applicant further warrants that it does not have any outstanding delinquencies or deficiencies for taxes or regulatory fees owed to the State of Rhode Island.

SECTION 21. Disclosure and Dissemination of Reported Information. The Applicant acknowledges and agrees that RIGL § 44-33.6-9 imposes certain reporting requirements for the Applicant's participation in this tax credit program and that the information reported shall be specific, definite, and attributable to an identifiable person. In addition, such specific information, including this Agreement and its terms and exhibits, pursuant to RIGL § 44-33.6-9, shall be:

(a) Shared with or disseminated among other instrumentalities of the State, including but not limited to, the Commission, the Economic Development Corporation, designated members of both houses of the General Assembly, the governor, and the Department of Labor and Training; and

(b) A public document made available to the public for inspection by any person and published by the Tax Administrator on the Tax Division website.

This section shall also apply to any contract voided under the provisions of this Program.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby:

STATE OF RHODE ISLAND
DEPARTMENT OF REVENUE, by
its DIVISION OF TAXATION

By: [Signature]

Date: 8/21/15

APPLICANT NAME

By: [Signature]

EDWARD CARAPEZZA
PRINT NAME

Title: PRESIDENT

Date: 17 August 2015

Exhibit A: Determination of Historic Significance

[Attach a copy of the Determination of Historic Significance (Part 1 Certification) issued by the RI Historical Preservation & Heritage Commission]



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
HISTORICAL PRESERVATION & HERITAGE COMMISSION

Old State House • 150 Benefit Street • Providence, R.I. 02903-1209

TEL (401) 222-2678 FAX (401) 222-2968
TTY (401) 222-3700 Website www.preservation.ri.gov

HISTORIC PRESERVATION INVESTMENT TAX CREDIT
Part 1 -- Certification of Historical Significance

RI Project Number 13-41

Property Name Potter Hill Mill

Property Address 198 Potter Hill Road, Westerly, Rhode Island

This Part 1 evaluation of significance has been reviewed by Joanna Doherty who meets Historic Preservation Professional Qualification Standards.

REASON FOR CERTIFICATION OF HISTORICAL SIGNIFICANCE
(See page 2 for a brief description of the property and its significance.)

- Property is individually listed in the National Register of Historic Places (Or determined to be eligible by the US Department of Interior).
- Property contributes to the significance of t
- Property has been designated as a historic property by Ordinance in the City/Town of _____, in accordance with RIGL 45-24.1 and
 - it is more than fifty (50) years old, and
 - it is related to a broad theme of the community's history or is a good example of a type, style, or method of construction, and
 - it possesses sufficient integrity of location, design, setting, materials, workmanship, feeling and association to convey its historical significance.
- THIS IS ONLY A PRELIMINARY DETERMINATION.** The property appears to meet the criteria indicated, but it has not been formally listed or designated. In order to claim a RI Historic Preservation Investment Tax Credit the property must receive FINAL Certification of Significance before the rehabilitation work is completed and before the building is placed in service.

Date

1/13/2015

Executive Director

Historical Preservation and Heritage Commission

Edward Anderson



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
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Website www.preservation.ri.gov

January 13, 2015

Mr. Ed Carapezza
Renewable Resources, Inc.
PO Box 365
Hopkinton, RI 02833

Re: Potter Hill Mill, Westerly

Dear Mr. Carapezza:

Staff at the Rhode Island Historical Preservation and Heritage Commission (RIHPHC) has reviewed the materials submitted with Part 1 of your 2014 applications to the Rhode Island and Federal historic preservation tax credit programs. Staff also conducted a site visit to Potter Hill Mill on December 18, 2014 to evaluate the physical condition and integrity of the mill buildings. The condition of the buildings is critical to the property's eligibility for listing in the National Register of Historic Places; indeed, the RIHPHC's preliminary finding of National Register eligibility, made on April 11, 2012, was subject to further information regarding the buildings' physical condition.

Cotton cloth was first manufactured in Westerly at the Potter Hill Mill site, in a factory (not extant) built by Joseph Potter in 1810. Edwin and Horace Babcock purchased the property in 1844 and built two mill buildings in 1847. One, a wood-frame structure, was destroyed by fire in 1977. The other is a three-story, red granite, end-gable, Greek Revival-style building designed by Peleg Clarke (Building #1). The building features masonry worked in alternating smooth-ashlar courses and narrower, quarry-faced courses; pedimented end gables; smooth-faced granite sills; and a four-story stair tower centered on the west elevation. The granite mill survives, though its roof has collapsed, along with much of the masonry at the third floor of the east elevation. The building retains its historic massing and fenestration pattern, however, and its architectural character remains evident. In addition, considerable equipment remains in the building, though in a deteriorated state. As noted by Dr. Patrick Malone at the April 11, 2012 meeting of the State Review Board, the building is significant as a superb example of granite mill construction and for its association with the production of so-called "Negro Cloth." The RIHPHC staff believes that, in its current condition, the granite mill is eligible for National Register listing.

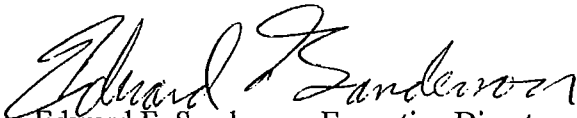
Additional structures were erected at the Potter Hill Mill complex between 1870 and 1885, including a brick weave shed (Building #2), a brick boiler house (Building #6), and a wood-and-steel-frame dye house (Building #7). The weave shed and dye house are severely deteriorated, and the RIHPHC staff believes that they do not retain sufficient integrity for National Register listing. The boiler house is relatively more intact; although its roof has collapsed, most of the

brick walls remain standing and the smokestack survives. Built to provide steam power to the machinery in the granite mill, the boiler house helps convey Potter Hill Mill's evolution over time. The RIHPHC staff believes that, in its current condition, the boiler house contributes to the Potter Hill Mill historic property.

Based on this evaluation, I have signed a preliminary certification of historical significance for Potter Hill Mill Building #1 and Building #6. This certification will only become final if you submit a completed National Register of Historic Places nomination and if the nomination is approved by the RIHPHC Commissioners and by the National Park Service.

Please note that the RIHPHC requires additional information in order to review Part 2 of your historic preservation tax credit applications. If you have any questions, please contact Virginia Hesse at this office.

Yours very truly,

A handwritten signature in cursive script, reading "Edward F. Sanderson".

Edward F. Sanderson, Executive Director
Deputy State Historic Preservation Officer

cc: Michael Abbott, Northeast Collaborative Architects

Exhibit B: Certified Rehabilitation Plan

[Attach a copy of the Certification of a Rehabilitation Plan (Part 2 Certification) issued by the RI Historical Preservation & Heritage Commission and a complete copy of the detailed project timeline (including costs and dates of rehabilitation) submitted to the Commission as part of the Applicant's Part 2 Application]



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
HISTORICAL PRESERVATION & HERITAGE COMMISSION
Old State House • 150 Benefit Street • Providence, R.I. 02903-1209
TEL (401) 222-2678 FAX (401) 222-2968
TTY / Relay 711 Website www.preservation.ri.gov

**HISTORIC PRESERVATION INVESTMENT TAX CREDIT
Certification -- Part 2**

RI Project Number 13-41

Property Name Potter Hill Mill

Property Address 198 Potter Hill Road, Westerly, Rhode Island

Certified Historic Structure? yes pending

Type of Request Part 2

Amended Part 2

CERTIFICATION

This application was reviewed by Virginia Hesse who meets Historic Preservation Professional Qualification Standards.

The project:

- meets the Standards for Historic Preservation Projects and is approved.
- meets the Standards only if the conditions stated on page 2 are met.
Approval is
- does not meet Standard number(s) for the reasons stated on page 2.
The project is not approved.
- does not provide sufficient information. The project is not approved.

Date

7/17/2015 Edward Benderson

Executive Director
Historic Preservation and Heritage Commission

HISTORIC PRESERVATION INVESTMENT TAX CREDIT

Certification -- Part 2

Page 2

ISSUES

- Additions, including rooftop additions.
- Alteration of significant exterior features or surfaces.
- Alteration, removal, or covering of significant interior finishes or features.
- Adjacent new construction, extensive site work, or demolition of related structures.
- Changes to significant interior spaces or plan.
- Window replacements on any major elevation that do not match historic.
- Damaging or inadequately specified masonry treatments.
- Other (explain)

EVALUATION OF PROJECT AND CONCERNS

(Basis for decision to approve or deny the project.)

See attached Summary and Recommendation, date July 9, 2015.

CONDITIONS THAT MUST BE MET FOR APPROVAL

See attached list of conditions.



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July 9, 2015

Potter Hill Mill Summary & Evaluation

Westerly, RI

The Potter Hill Mill is a partial ruin of a mill complex on the Pawcatuck River in Westerly. The centerpiece of the mill, Mill No. 1, is a beautiful example of the craftsmanship and the local granite for which Westerly has traditionally been known. The three story structure was even more remarkable for the treasure trove of nineteenth century cloth weaving looms that were still in place inside the mill. Sadly, the mill has stood for decades with no maintenance whatsoever, and what is left is badly deteriorated. This application has been revised to reflect the extent of deterioration and to propose the rehabilitation of Mill No. 1 and Building No. 6 for office or business use. The remains of the other structures (ruins of 4 other buildings) will be recalled with partial retention of exterior walls, and landscape features. Only costs associated with Mill No. 1 and Building No. 6 appear to be qualified rehabilitation expenditures.

Mill No 1, circa 1840, is a three story granite structure with a gable roof and center stair tower. The granite walls are coursed ashlar with a wide/narrow pattern. It has been described as one of the finest architecturally in Rhode Island. A brick elevator was added to the south side of the stair tower. A one story wood-framed addition on the east side of the mill has lost its roof and partial exterior wall and is a total loss. The roof of Mill No. 1 has collapsed and taken part of the east wall of the third floor with it. The stone gable-ends still stand intact, as well as the west wall. The third floor structure has collapsed onto the second floor, and part of the second floor has collapsed. However, the original framing, delicate wood columns with entasis and capitals have been documented in photographs, and some survive for reuse or replication. The original staircase in the tower has partially collapsed, but has also been photographically documented.

Due to the dangerous condition of many of the buildings, it has been impossible to get an accurate, up-to-date assessment of the existing conditions of much of the complex. RIHPHC has relied on information submitted by the applicant asserting that Mill No. 1 and Building No. 6 retain sufficient structural integrity for rehabilitation. RIHPHC staff have inspected most of the surviving structures to the extent possible and has determined that the only buildings which retain enough integrity to be salvaged and rehabilitated are Mill No. 1 and Building No. 6. All of the buildings have lost their roofs, and most have lost one or more exterior walls. Mill No. 1 is

the only stone structure. All of the others are brick masonry. The granite walls of Mill No. 1 and the survival of so much historic fabric – despite much of it being in ruins – allows for an accurate restoration of the building. However, given the loss of so much of the rest of the complex (later buildings), the Main Mill must be nothing less than an authentic restoration, including the exterior granite walls and the timber framing beams, joists and columns. While subdivision of the interior mill floors is expected as part of the rehabilitation for a new use for the building, substitution of materials or entirely different framing systems for the reconstructed floors would not meet the Secretary of the Interior's Standards for Rehabilitation.

The application materials consist of an application narrative, proposed floor plans and site plan, existing and proposed elevations (east and west sides only), though there are no existing conditions plans which detail the extent of collapse. Accompanying the application is a cost estimate prepared by the structural engineer which describes a scope of work quite different from that described in the narrative. The cost estimate is not based on a restoration of the existing wood framing system for the floors and columns in the building. It includes estimates for rebuilding the walls with a veneer and CMU backing; an entirely new framing system consisting of glulams and dimensional lumber, and 14" square columns; and alternate cost estimates for a fourth floor full-dormer addition. While the cost estimate provides some useful information as to the project cost, it differs substantially from the application narrative, describes a project scope that would not meet the SOI Standards and therefore will not be considered as part of the application package.

The proposed layout of the interior of Mill No. 1 shows the addition of two new egress stairs enclosed within an open floor plan. The two staircases are neither remote from each other, nor do they exit directly to the exterior for the purpose of egress, so it is likely that this layout will need to be revised to meet the fire code. The plan shows three new doors being cut down from windows leading to an exterior deck on the foundation of the former east addition. These doors will be on the east side, though the elevation drawing does not show them. One door will face south (unclear if it is existing or new). A new elevator will be inserted in the existing elevator shaft, and the historic staircase will be rebuilt. All missing or damaged historic exterior doors will be replaced with new doors to match the surviving historic doors.

The partial ruin of Building No. 6, to the north of Mill No. 1, is proposed to be restored/reconstructed as a two story office building. The ruins of Buildings 2 to the south and Building 7 to the north will be saved as partial ruins, and the footprint of both will become exterior decks.

The proposed rehabilitation of the Potter Hill Mill must be accomplished with accurate replication of the Mill No. 1's distinctive granite walls, and duplication of the traditional heavy timber framing of the buildings floors and roof, with structural reinforcement that is compatible with the historic character of the building. The narrative, in general, describes a careful restoration; however it lacks detail. In order for this rehabilitation scope of work to meet the Secretary of the Interior's Standards, an extensive list of conditions must be met.

CONDITIONS FOR MILL NO. 1

1. Granite Walls – The exterior granite walls of Mill No. 1 must be rebuilt where collapse has occurred with the same construction details as the surviving walls. Stones that have fallen must be salvaged and reused where possible. New stone must be full thickness – not a veneer. Samples of new stone must be reviewed and approved by RIHPHC to ensure a close match. Masonry ties and anchors can be added for reinforcement. Granite must match color and split-face texture of the existing stone. The coursing pattern of one wide course alternating with a narrow course must be maintained with the same dimension.
2. Timber Frame – the timber frame of the building must be replicated, this includes matching the spacing of columns, beams and profiles of columns; use of dimensional lumber of a similar species; floor decking and finish floors of a dimension to match surviving original. Joist size may be increased and spacing may be reduced for reinforcement, as well as the addition of steel angles or channels which can be painted in with the wood. Connections of columns to beams, and joists to walls must be traditional connections, however steel bolts and limited steel connectors can be used for reinforcement if they can be painted in and unobtrusive. Roof trusses must replicate the original design. Proposed reinforcement must be inconspicuous and must be reviewed and approved by the RIHPHC prior to construction.
3. Documentation – Prior to demolition of collapsed structure and damaged fabric, original architectural features must be salvaged and extensively documented both photographically, and with measured drawings and written description. Specific attention must be paid to wood columns on each floor; casing and sill treatment at window and doors; wall finishes (plaster on lath, or plaster on stone?); wood wainscoting; bead-board; color of painted wood features; dimension of finish flooring; stair balustrade; surviving interior and exterior doors; dimension of beams, joists and rafters, and spacing of same. Salvage of actual features for reuse is preferred, but in the worst case features must be salvaged for accurate measuring and photo-documentation prior to disposal.

4. Wall finishes – The interior wall finishes must be a combination of plaster on lath and wood wainscoting, or whatever existing conditions and photographic documentation shows.
5. Windows – New windows must be wood windows (aluminum clad is acceptable). Replacement windows must match the details, dimensions and profiles of surviving original windows. The glass area of the windows, proportion of window panes, and light pattern of exterior window grids must match existing. Windows must have an exterior applied trapezoidal grid, with a spacer grid between the panes of glass, as well as an interior grid. The interior of the window must be wood and have a painted finish. Insect screening, if provided, must be on the interior of the window. Interior window casing and sill must match existing.
6. Doors – Replacement doors must be wood and must match the historic doors in all details.
7. Roofing – proposed roofing material and color selection must be provided to RIHPHC for review and approval prior to construction.
8. Floor Plans – layout of mill floors must be developed in more detail and submitted to RIHPHC for further review and approval, including the location of new egress stairs.
9. Mechanical System – The proposed mechanical system must be designed to be as unobtrusive as possible. The design for heating and cooling must be submitted to RIHPHC for review and approval. Location of all equipment (both interior and exterior), panels, piping and duct runs must be indicated on drawings. New exterior wall penetrations above grade must be held to a minimum. If required for heating, cooling, ventilating or plumbing, these openings must be clearly identified on drawings. Ducts, if provided, must not fall below the head of any window and exposed ductwork must be painted.
10. Furring-out Exterior Walls - Furring-out walls to improve thermal efficiency must not change the historic relationship of trim and wall surface. Walls must not be thickened to the extent that it significantly alters the relationship of the windows to the wall surfaces. If proposed, a detail of the new wall thickness must be submitted for review and approval prior to construction. Photographs showing the historic trim in context with the new wall surfaces must be submitted with the Request for Certification of Completed Work.
11. Deck Details – Details of the proposed decks that will be to the east and south of Mill No. 1 must be submitted to RIHPHC for review and approval. Particular attention will be paid to the proposed railing system at the river edge, whether or not portions of the ruined walls will remain.

CONDITIONS FOR BUILDING NO. 6

1. Masonry Restoration & Reconstruction - The exterior of Building 6 must be replicated based on historic photographs. New brick used to replace missing sections of brick must be a close match

to existing brick in color and texture. Samples of brick must be submitted to RIHPHC for review and approval.

2. **Masonry Pointing** –Existing mortar joints are heavily eroded in the remaining walls. A sample of a pointed wall must be prepared for review and approval. The mortar color should be based on surviving mortar within the eroded joints. The pointing sample must include a repointed section of existing wall as well as a sample of pointed wall with new brick. RIHPHC must review and approve the prepared samples.
3. **Windows** – New windows must be based on physical or pictorial evidence. Detailed drawings of the proposed replacement windows must be submitted to RIHPHC for review and approval.
4. **Roof profile** – As the roof is missing completely from Building No. 6, the roof profile must be based on pictorial evidence.

(Submitted with 16 April 2015 Letter Requesting Phase 2 Certification):

Potter Hill Mill Historic Renovation Project

(Phases, Summary Cost Estimates, and Estimated Start & Completion Dates)

Property Address:

Potter Hill Mill
198 Potter Hill Road
Westerly, RI 02891
Washington County

<u>Phase</u>	<u>Renovated Building</u>	<u>Est Cost</u>	<u>Start Date</u>	<u>End Date</u>
Phase 1	Stone Mill Building #1	\$2.25M	06/2015	12/2016
Phase 2	Brick Boiler Building #6	\$0.75M	12/2016	06/2018

A recently updated Preliminary Construction Cost Assessment, is attached. This report includes assumptions and presents the results of structural modeling and engineering analysis. This construction cost assessment used standard construction estimation tools (RSMeans 2013 and Craftsman 2013) and building material cost quotes from vendors. Preliminary quotes from experienced builders, as well as engineering and construction judgment, was used to refine these estimates. Soft costs such as engineering, architects, etc was estimated to be about 7% and a contingency reserve was estimated to be about 3%. More refined cost and schedule estimates will be made once the project is approved for commencement and detailed construction drawings become available.

(Updated after 17 July 2015 HP&HC Part 2 Certification with Conditions):

Potter Hill Mill Historic Renovation Project

(Phases, Summary Cost Estimates, and Estimated Start & Completion Dates)

Property Address:

Potter Hill Mill
198 Potter Hill Road
Westerly, RI 02891
Washington County

<u>Phase</u>	<u>Renovated Building</u>	<u>Est Cost</u>	<u>Start Date</u>	<u>End Date</u>
Phase 1	Stone Mill Building #1	\$1.5M	09/2015	09/2019
Phase 2	Brick Boiler Building #6	\$0.5M	09/2019	12/2021

Refined cost and summary schedule estimates, made subsequent to Part 2 Certification are provided. An initial detailed schedule is provided below. More detailed Phase 1 and Phase 2 construction schedules will be developed after the initial construction drawings package is prepared.

Potter Hill Mill Project Timeline

Phase 1 (Bldg #1) & Phase 2 (Bldg #6)

Overall Timeline (Years)

	2015	2016	2017	2018	2019	2020	2021
Phase 1A: Site Prep & Bldg Assessmt/Photo Document (permits, debris removal, arch/engineer, constr dwgs)		◆ Engineering & Drawings Complete					
Phase 1B: Roof & Eqmt Remove, Wall/Structure Repair (foundation, basement, channel repair, timber orders)			◆ Building Ready for Timber Framing				
Phase 1C: Timber Framing, Trusses, Roof, Windows (columns, joists, structural beams, & flooring)				◆ Timber Framing, Floors, Windows, & Doors Complete			
Phase 1D: Interior Build, Walls, Utilities, & Decking (heating/cooling, electrical, plumbing, insulation)					◆ Building #1 Ready for Occupancy		
Phase 2A: Roof & Eqmt Remove, Wall/Structure Repair (foundation, basement, channel repair, timber orders)						◆ Building Ready for Timber Framing	
Phase 2B: Timber Framing, Trusses, Roof, Windows (columns, joists, structural beams, & flooring)						◆ Timber Framing, Floors, Windows, & Doors Complete	
Phase 2C: Interior Build, Walls, Utilities, & Decking (heating/cooling, electrical, plumbing, insulation)							◆ Building #6 Ready for Occupancy

Phase 1A: Site Prep & Bldg Assessmt/Photo Document (permits, debris removal, arch/engineer, constr dwgs)

Phase 1B: Roof & Eqmt Remove, Wall/Structure Repair (foundation, basement, channel repair, timber orders)

Phase 1C: Timber Framing, Trusses, Roof, Windows (columns, joists, structural beams, & flooring)

Phase 1D: Interior Build, Walls, Utilities, & Decking (heating/cooling, electrical, plumbing, insulation)

Phase 2A: Roof & Eqmt Remove, Wall/Structure Repair (foundation, basement, channel repair, timber orders)

Phase 2B: Timber Framing, Trusses, Roof, Windows (columns, joists, structural beams, & flooring)

Phase 2C: Interior Build, Walls, Utilities, & Decking (heating/cooling, electrical, plumbing, insulation)

Exhibit C: Tax Credit Methodology Election and Fee Payment

[Attach Original of Form HTC-V -2013: "Rhode Island Historic Structures-Tax Credit-Processing Fee Form"]

State of Rhode Island and Providence Plantations
Form HTC-V-2013
 Historic Structures Tax Credit Processing Fee Form



13130399990101

Name: RENEWABLE RESOURCES, INC
 Federal employer identification number:
 Address: PO BOX 365
 Address 2:
 City, town or post office: HOPKINTON
 State: RI ZIP code: 02833
 E-mail address:

Part A - Project Information

1 Project name: POTTER HILL MILL
 2 Project location: 198 POTTER HILL ROAD, WESTERLY, RI 02891
 3 Project number: 13-41

Part B - Processing Fee Calculation

Complete lines 1, 2, 3 and 7. If you wish to revise the amounts from your Form HTC-13, complete lines 1 through 7. NOTE: You cannot receive more Historic Preservation Tax Credits 2013 than what you initially applied for. If line 6 is more than line 3, you must change line 4 or 5, or both.

1	Estimated Qualified Rehabilitation Expenditures from 2013 application - Form HTC-13.....	1	6,000,000
2	Credit Percentage Elected - 20% or 25% from 2013 application - Form HTC-13.....	2	25 %
3	Estimated Historic Preservation Tax Credits 2013 from 2013 application - Form HTC-13.....	3	1,500,000
4	Revised Estimated Qualified Rehabilitation Expenditures.....	4	2,000,000
5	Revised Credit Percentage Elected - 20% or 25%.....	5	25 %
6	Revised Estimated Historic Preservation Tax Credits 2013 amount.. CANNOT BE MORE THAN LINE 3 CREDIT AMOUNT	6	500,000
7	Total processing fee due. Multiply line 1 or line 4, whichever is applicable, by 3% (0.0300)..	7	60,000

Make cashier's check or money order payable to the RI Division of Taxation. This fee is non-refundable. Pursuant to R.I.G.L. 44-33.6, Historic Preservation Tax Credits 2013, applicants are required to pay a non-refundable processing fee equal to 3% of Qualified Rehabilitation Expenditures as estimated on their Application for Rhode Island Historic Preservation Tax Credits 2013.

If you are revising the amount of Estimated Qualified Rehabilitation Expenditures for which you initially applied on your Application for Rhode Island Historic Preservation Tax Credits 2013, you acknowledge and agree that you waive all rights, claims and entitlements to Historic Preservation Tax Credits associated with the difference between the amount initially applied for (line 3) and the revised amount noted on line 6 above.

This 3% non-refundable processing fee must be paid prior to entering into a contract with the RI Division of Taxation under this program. Qualified applicants have 30 days from the date of Part 2 certification from the RI Historical Preservation & Heritage Commission to pay this non-refundable fee, and enter into a contract with the RI Division of Taxation.

Under penalties of perjury, I declare that I have examined this form and to the best of my knowledge and belief, it is true, accurate and complete.

Applicant signature 	Print name EDWARD CARAPEZZA	Date 08/17/2015	Telephone number
Applicant address 336 WOODVILLE ROAD	City, town or post office ASHAWAY	State RI	ZIP Code 02804